## CITY OF MOUNTAIN VIEW

# RENGSTORFF HOUSE SHORELINE AT MOUNTAIN VIEW CORPORATE MEETING RENTAL AGREEMENT

# This application is for corporate meetings of 15 or fewer people. All others, call 650.903.6088

This Agreement is made by and between the CITY OF MOUNTAIN VIEW, a municipal corporation, whose address is 500 Castro Street, P.O. Box 7540, Mountain View, California, 94039-7540, and RENTER. The CITY hereby rents to RENTER on the terms and conditions set forth in this Rental Agreement the designated portions and common areas of the Rengstorff House, Shoreline at Mountain View, 3070 North Shoreline Boulevard, Mountain View, California, 94043, collectively referred to as "the Premises."

GENERAL SCHEDULING INFORMATION				
Date(s) of Event:				
Time Rental Begins:				
Time Rental Ends:				
Estimated Attendance:				
Name of Renter/Organization				
Address	City		Zip	
Telephone(s): Work	Home			
Contact Person	Title			
Contact Person's Address if Differen	t than Above			
Description of Event:				
Comments:				
RENTAL FEES				
Total Rental: \$				
Rental Deposit: \$	Due	Pd.		

Final Payment: \$	Due	Pd.
Deposits: \$ (Security/Maintenance)	Due	Pd.

- Rental fees are estimated at the time the Agreement is signed. RENTER shall be charged for, and agrees to pay
  for, all time, services and costs incurred.
- 2. If deposit and/or rental fees are not paid by due dates, this Agreement shall be automatically cancelled.
- 3. A deposit of 50 percent of the total rental fee, payable upon signing of the rental agreement, is required to reserve a date at the Rengstorff House. The deposit is refundable 90 days prior to the scheduled event less a \$50 processing fee. The remainder of the rental fee is payable 30 days prior to the event.

#### **USE OF PREMISES**

- 4. "The Premises" available for rental includes only the downstairs portion of the Rengstorff House, the adjacent porches and terraces, and the surrounding gardens. The upstairs portion of the House is off-limits at all times unless previous arrangements have been made. Rental of the Rengstorff House is subject to availability. Shoreline at Mountain View reserves the right to deem an event inappropriate for the Rengstorff House based upon either projected size, special requirements, or type of event.
- 5. The CITY reserves the right to approve all food and beverage arrangements in advance.
- 6. RENTER shall use the Premises for the purpose of the described event and for uses normally associated with such use, and for no other purpose unless previously authorized by CITY in writing.
- 7. RENTER agrees to comply with all laws, ordinances, rules, regulations, guidelines and policies applicable to the Premises, and further agrees to comply with the direction of the CITY's Shoreline Manager or designee.
- 8. RENTER shall use and maintain the Premises in a clean, orderly and safe manner. RENTER shall promptly surrender the Premises in good condition. RENTER shall promptly remove all of RENTER's personal property, without damage to the Premises at the end of the event.
- 9. If any portion of the Premises or fixtures or equipment or facilities are damaged or destroyed by RENTER or if such damage is incurred during RENTER's use of the Premises, the damage shall be repaired, replaced, or restored at CITY's direction. RENTER shall be solely responsible for the full cost and expense of repairs, replacement, or restoration. Damage includes unusual cleaning.
- 10. All exits and exit signs are to be kept clear and unobstructed at all times.

#### INSURANCE AND INDEMNIFICATION

- 11. The CITY is not responsible for loss, injury, or damage to persons or property.
- 12. At least 30 days prior to the first use of the Premises by RENTER, RENTER shall provide \$1 million general liability insurance. If renter is serving alcohol a proof by an endorsement, that the liquor liability coverage had been added to the general liability policy and shall file with the CITY a certificate of insurance and an endorsement in an amount and in a form acceptable to the CITY.
- 13. RENTER shall indemnify, defend and hold the City of Mountain View, its officers, agents, employees and contractors harmless from any and all liability for damage or claims for property damage or personal injury, including death, and any other claims whatsoever, arising out of or resulting from the negligence or willful

misconduct of RENTER, its officers, agents, employees, contractors or invitees. Such indemnification shall include reasonable costs of defense, judgments, settlements, attorney's fees and such other costs as may be fixed by the court.

### **MISCELLANEOUS**

- 14. In the event that the performance of any of the covenants of this Rental Agreement on the part of the CITY shall be prevented by act of God, the acts or regulations of public authorities, or labor unions, labor difficulties, strikes, civil tumult, war, epidemic or any other cause beyond its control, the CITY will be relieved of its obligations; and further, upon such event, neither party shall be obligated for any expenses incurred by the other party in preparation of the rental, including but not limited to, any and all expenses incurred for promotion, artist fees or preparation costs, if any, as incurred.
- 15. This Rental Agreement may be amended by written Agreement signed by both parties.
- 16. This Agreement shall be construed and enforced pursuant to the laws of the State of California. Santa Clara County shall be the venue for any legal proceedings in this matter.

The person signing this Rental Agreement declares that he/she has the authority to bind the RENTER. In the event that the signator lacks such duly granted authority, said undersigned signator personally assumes all liability for fees, costs and damages.

This Agreement is dated,	
APPROVED AS TO CONTENT:	"CITY": CITY OF MOUNTAIN VIEW, a municipal corporation
	Ву:
Signature of Renter	City Approval
Date:	Date: